

INTERLOCAL AGREEMENT FOR THE CITY OF AUSTIN AND TRAVIS COUNTY JOINT JUVENILE GANG INTERVENTION TEAM PROGRAM

State of Texas

County of Travis

This Agreement is made and entered into by and between the City of Austin (the “City”) and Travis County (the “County”) hereinafter collectively referred to as the “Parties”, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving the juveniles and at-risk youth continues to threaten the lives of victims and harm the quality of life in the City of Austin and Travis County;

WHEREAS, social services programming is needed to assist juveniles, at-risk youth, and their families;

WHEREAS, law enforcement operating within the City of Austin and Travis County need to coordinate efforts and combine resources to combat juvenile criminal activity;

WHEREAS, the Parties desire to address these problems by coordinating their investigative and programmatic efforts towards improving the juvenile justice system, combatting illegal activity, and identifying and offering services for at-risk youth, juvenile offenders and their families; and

WHEREAS, the Parties recognize that the State of Texas, Office of the Governor, Criminal Justice Division allows the City of Austin to serve as the fiscal agent for several state grant-funded programs and supports the Austin/Travis County Joint Juvenile Gang Intervention Team (the “Team”);

NOW, THEREFORE, the Parties agree as follows:

I. PAYMENT AND SERVICES

Social services programming

The City agrees to and shall pay to the County funds for the period of November 1, 2012 through August 31, 2013 for the purpose of reimbursing the County for personnel, fringe, contractual and other programming-related costs incurred while working to assist at-risk youth, juvenile offenders and their families. Prior to obligating all funds under this agreement, the County must receive written (email) approval of the APD Finance Manager or Grants Coordinator. During the term of this Agreement, City will reimburse the County based on invoices submitted for actual expenses, not to exceed \$68,000. This amount may be increased to include reimbursement for Team approved grant funded training. County Team members selected to attend grant-funded training will make their travel arrangements in accordance with the County travel policy. Should the County not have an official travel policy on file and available for review upon request, the County will follow the City of Austin travel policy to complete travel arrangements. A copy of this City policy is available upon request.

As a subrecipient and or subawardee of the Grant, Travis County agrees to adhere to all applicable special conditions listed in the official grant award document. The City of Austin understands that Travis County will adhere to an accounting basis that complies with State financial laws and the State constitution and follows OMB A-87 and Uniform Grant Management Standards (UGMS). Travis County follows OAG fiscal management policies and procedures in processing and submitting billing for reimbursement and in the maintaining of financial records related to this interlocal.

The County will submit all statistics and other data for grant performance measures to the APD Grants Coordinator in a specified format by the 15th calendar day following the end of the reporting period. The data must be prepared and emailed to the APD Grants Coordinator in accordance with the below schedule. The coordinator will in turn complete all progress reports required by the grantor.

PERFORMANCE MEASURE DATA	
TIME PERIOD	DUE DATE
October 1 – December 31	January 15
January 1 – June 30	July 15
July 1 – December 31	January 15
January 1 – June 30	July 15

Investigative efforts

To most effectively coordinate law enforcement efforts and to fully use all available local resources, the Parties agree to assign sworn personnel to the Austin/Travis County Joint Juvenile Gang Intervention Team and to co-locate the Team at Travis County Justice of the Peace Court Precinct 1. The Team offices will be in a secure area of a building that will also house the satellite offices of local non-profit providers and organizations associated with the juvenile justice system. This “one-stop shop” will increase the likelihood that at-risk youth and juvenile offenders (and their families) will quickly receive and positively respond to effort to improve their situations.

II.

LEGAL RESPONSIBILITIES

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

III.

TERM AND COMMENCEMENT

This agreement shall be in effect when it has been executed by all parties and shall continue in full force and effect through the underlying grant expiration date (August 31, 2013) or the date

the interlocal funds have been completely spent if that date is reached prior to the grant expiration date.

IV.

LEGAL CONSTRUCTION

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

V.

TERMINATION

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate.

VI.

PAYMENTS

The City shall make payments for the performance of the services under this Agreement with grant funding from the State of Texas, Office of the Governor, Criminal Justice Division. The City agrees to reimburse the County an amount not to exceed sixty eight thousand dollars (\$68,000) in order to defray the actual (pre-approved) personnel, fringe, contractual and other programming-related costs incurred by reason of performance of this contract. The City also agrees to reimburse the County for Team approved grant-funded training.

The County will submit one invoice per month for the duration of the project. Each invoice will include documentation of actual expenses, with timesheets and activity logs. All proper invoices received by the City will be paid within 30 days of the City's receipt of invoice. All invoices, with applicable backup documentation, will be submitted via email to APD Purchasing at Alberto.Banda@ci.austin.tx.us; APD Finance at Aphra.Delgado@ci.austin.tx.us; and, APD Grants Management at COAgrants@ci.austin.tx.us.

VII.

NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested. Notice will be provided to the following persons or their successors:

City of Austin: Art Acevedo
Chief of Police
Austin Police Department

Marc A. Ott
City Manager
P.O. Box 1088

P.O. Box 689001
Austin, Texas 78768-9001

Austin, Texas 78767

Travis County: Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Either party may change its address for service by appropriate notice to these officers shown above.

VIII.

ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

IX.

ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.

NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

Samuel T. Biscoe, County Judge

Marc A. Ott, City Manager

Date: _____

Date: _____